

## **EXHIBIT A**

**Austin Graff**

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**From:** nycdas@aol.com  
**Sent:** Monday, January 14, 2008 10:49 AM  
**To:** Austin Graff  
**Subject:** Fw: Mouth

Please make the attorney aware of this threatening email to me Sent from my Verizon Wireless BlackBerry

-----Original Message-----

From: "DON LICHTERMAN / SUNSET RECORDS" <Don.Lichter@SunsetRecordsGroup.com>

Date: Sat, 12 Jan 2008 10:05:20

To: <Nycdas@aol.com>

Subject: Re: Mouth

You and I will settle out thing face to face in person.

----- Original Message -----

From: Nycdas@aol.com <mailto:Nycdas@aol.com>

To: Don.Lichter@SunsetRecordsGroup.com <mailto:Don.Lichter@SunsetRecordsGroup.com>

Sent: Saturday, January 12, 2008 10:03 AM

Subject: Re: Mouth

it takes a mouth to know one.

setting the legalities aside, you know you should have paid the band a long time ago.  
lawsuits are the result of people refusing to face up to their obligations.

let's put the rhetoric to bed and attempt now to do what the judge instructed.....settle  
the case

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Start the year off right. Easy ways to stay in shape.

<http://body.aol.com/fitness/winter-exercise?NCID=aolcmp00300000002489>

**Austin Graff**

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**From:** DON LICHTERMAN / SUNSET RECORDS (SRG) [Don.Lichterman@SunsetRecordsGroup.com]  
**Sent:** Sunday, January 13, 2008 7:46 AM  
**To:** Austin Graff  
**Cc:** NYCDAS@AOL.com  
**Subject:** Litigation w/ Disco Biscuits

Your client sure does talk a lot of shit with a team of lawyers in the room. I too have sold hundreds of millions of records garnering 18 multi platinum awards issued by the RIAA and ARIA. There is a major difference between our tactics in doing business. I have never been involved with one copyright law suit in my life whereas your corrupt client boasts to having gone through this many times.

Regardless, you are not getting some random or arbitrary dollar amount from this company. I will prove that your client embezzled money from SRG. We have sent the judge the motion to allow me to counter sue your client and I welcome this opportunity in a big way. You will not dictate anything with regard to this company outside of that court.

We also know there is an executed contract for DiscLogic to resell and to handle your client's e-commerce. You said today that you evidently had some verbal deal in place with no executed deal with DiscLogic. Your client went onto say that SRG had sold your clients material in that same way as DiscLogic. This would be impossible to do in this lifetime and the proof is at the bottom of every page. The URL of what web server had been housing and selling your clients product is marked clearly on every page. Your clients' material had never even been placed on any of the SRG servers. To this day, there was never one transaction made on any of the SRG servers with your clients' material. Your client never had any of their copyrights placed at SRG and there was never any ecommerce completed with your clients' copyrights on any of the SRG servers.

Moreover, 100% of your clients' material had sales through the DiscLogic server. That had nothing to do with SRG. And, again, you admitted to having that deal in place for your client.

The judge will order an audit using the actual Merchant Account. This will report to them every sale during that span of time. Dealing directly with the merchant account company and the payment processing company will give the court a precise way to get the exact numbers from those sales.

Also, SRG's tentative deal with DiscLogic started on April 1, 2006. SRG would not have been responsible for any sales before April in that year.

Next, you had requested to Mike today that he should "prove" that your client had knowledge about the sale of physical product. Your client had been advertising to sell "CDs On Demand" on their very own web site. Copies of those pages are in your discovery and besides, I have now tracked well into the thousands of fans who had bought physical CDs during that time frame off your clients very own web site.

The other thing is that your client executed a deal amendment with DiscLogic to do a Jam Cruise. It is an executed amendment referring to your client's standard DiscLogic deal. Your client signed that agreement referring to their basic contract. That executed agreement is in your discovery which had been sent over last year. Also, your client sent an email in June 2006 writing about wanting to use some "old contract." For a person that had no contract in place, your client referred to it in many times.

Then, I will turn over the 135 signed artist deals that had been given to me by DiscLogic. Every one of those deals is exactly the same verbatim. We can both explain why the only contract conveniently not in our legal files was your clients' folder. I will then go onto to prove that that your client had an ex employee at SRG steal that private property from our legal department.

Then, we can count up how many different times your client took it upon himself to deliver recordings to DiscLogic

1/24/2008

from say April 1 through August 23rd. In order to deliver that music, your client needed to be very proactive doing the edit, the mixdown, let alone having to make the effort to get that recording in the mail. The only people that had any ability to deliver your clients music to DiscLogic was your client. Your client delivered that music to DiscLogic every week for the purpose of DiscLogic to sell their recordings. Your client also set up graphics, text and links on their official web site for their fans to buy this music off the DiscLogic portal.

I can prove that your client not only maliciously undermined my system at SRG, I will show the court that your client side stepped what are standard deals throughout the entire music industry.

I will now be seeking damages as a company in dispute to your claim. Once the countersuit is in place, we will head into court to deal in a legal way.

The great irony about this frivolous law suit is that I could not even name one song by this band.

## Austin Graff

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**From:** Don.Lichterman@SunsetHolding.com  
**Sent:** Monday, January 14, 2008 11:23 PM  
**To:** Austin Graff  
**Cc:** NYCDAS@AOL.com  
**Subject:** Litigation vs. The Disco Biscuits

I just heard that you said that I wrote an inappropriate legal correspondence to your email address. That asinine comment comes less than two days after your client stood up to act like idiot by yelling, screaming, using profanities and making threats ten seconds into a court ordered legal meeting.

You obviously did read my letter; however, you must not have understood that part of the correspondence where I said that you will not dictate anything done at my company. The other sentence that you must not have understood is the one stating that if you have any issues with regard to this case, you will deal directly with the court.

The thing is that if I want to write to say that my company pays out royalties to its artists' bi annually; I am going to say those words. I may even want say that your client had no right to viewing those records until after the pay period. You will definitely hear me say many times that your client embezzled over \$13,000 from my company before May 6, 2006. I could even state the obvious to say there are records of these illegal wire transfers with your client at two different banks and with the FDIC.

There is even one little part of me that wants to tell you about the filing at the Federal Trade Commission and at some other Federal Government Agency with your client named as people who sold physical product without a UPC mailing them all over the world. And, to be honest, I want you to ponder those amounts of damages because I will show that I was detained for SIX (6) days with FOUR (4) of those days being in a solitary room because of that federal investigation. I want to then say that because of your client's way of doing illegal business, my entire company was forced to shut down during an audit for almost two months where I had zero revenue.

I must also make sure that you know we are in contact with all three Performance Rights Society's with one of them being your client's Performance Rights organization. I then need to say that my distribution company has provided me with the sales reports for the last three years. I would then need to say that the Neilson Company who owns SoundScan, the company that tracks every sale in the entire music industry, have provided me with the SRG sales reports that date back to August 2005. I have to also let you know that we have sales reports with over 400 retail outlets around the world that date back to the first day I sold anything at SRG.

And, it looks like I have to say this again because the pure facts show that there are no records of any sales in the last three years with any of your clients' material through SRG. I have to most definitely say that considering the landscape of distribution today, the easiest thing to do is track sales in the music industry in a perfect way.

With that in mind, I will now remind you that I will be using my legal rights as a company in dispute of your frivolous claim.

I will then end this correspondence by saying that considering the facts in hand, I will be using legal my rights to file that motion to counter sue your client for damages worth over 2.9 million dollars.

**EXHIBIT B**

## Austin Graff

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**From:** DON LICHTERMAN / SUNSET RECORDS (SRG) [Don.Lichterman@SunsetRecordsGroup.com]  
**Sent:** Tuesday, January 15, 2008 7:40 AM  
**To:** Austin Graff  
**Cc:** NYCDAS@AOL.com  
**Subject:** Litigation vs. Disco Biscuits

I just had a thought about you not wanting me to have the ability to communicate directly with you people. Even though you are now trying to extract some random amount of money from me today after scamming tens of thousands of dollars from me last year. You need to know that I have hired outside legal council to deal with your case. I want to be the one to say those things to your faces and actually, let me rephrase that sentence. These law firms that I interviewed in the last couple days want this case on contingency which is a first in my life. I have always paid retainers way upfront for my services and my dad is not a lawyer. So, that nice guy that has done my Business Affairs will orchestrate these motions this week before turning everything over to the firm. Mike will not be the point person on this case after these two motions are filed this week.

And, if I want to get information to you in a timely manner, it is in the spirit of you not wasting any more of my time and any more of the courts time like you all have done for the last six months just to get to where we landed this last Friday.

If you have a problem with the ways things are headed after Friday, that is your personal problem in life. Do not bother my people with your demands and moreover if you want anything done with my company and with this case, you need to deal with the correct protocol in the court and with the judge.